

REQUEST FOR PROPOSALS (RFP) NO. 07-027

TO

PROVIDE

BEVERAGE AND VENDING RIGHTS PROGRAM

FOR

AUXILIARY SERVICES

UNIVERSITY OF HAWAII AT MANOA

HONOLULU, HAWAII

AUGUST, 2006

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

TABLE OF CONTENTS

RFP No. 07-027 to Provide Beverage and Vending Rights Program for Auxiliary Services,
University of Hawaii at Manoa, Honolulu, Hawaii

	Pages
Notice to Offerors	1
Business Classification Certification Statement	1-2
Section 1: Administrative Overview	1-5
Section 2: Scope of Work	1-12
Section 3: Proposal Requirements	1-2
Section 4: Criteria to Evaluate Proposals	1 2
Section 5: Special Provisions	1-22
APPENDIX A	1
APPENDIX B	1-2
APPENDIX C	1
ATTACHMENT A	1-3
ATTACHMENT B	1
ATTACHMENT C	1-2
ATTACHMENT D	1
ATTACHMENT E	1-2

IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF CONTENTS
TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP
PACKAGE.

NOTICE TO OFFERORS

(Section 304-4, HRS)

PROPOSAL FORMS for Request for Proposal (RFP) No. 07-027, Provide Beverage and Vending Rights Program for Auxiliary Services, University of Hawaii at Manoa, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the RFP is available on the Internet at <http://www2.state.hi.us/bidapps/showbids.cfm>) and must be submitted no later than 2:30 p.m., October 2, 2006. Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the RFP to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Kurt Minato, telephone (808) 956-7159.

David McClain
President, University of Hawaii

Advertised: Honolulu Star-Bulletin

Issue of: August 17, 2006

NOTICE TO OFFERORS

OPRPM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawaii to solicit proposals from Offerors who wish to be considered to Provide Beverage and Vending Right Program for Auxiliary Services, University of Hawaii at Manoa, Honolulu, Hawaii.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Section 304-4(d). All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement and Real Property Management:

RFP Issued	<u>August 17, 2006</u>
Pre-Proposal Conference (OPTIONAL)	<u>August 29, 2006</u>
Closing Date for Submission of Questions	<u>September 4, 2006</u>
University Response to Question	<u>September 11, 2006</u>
Closing Date for Receipt of Proposals	<u>October 2, 2006</u>
Proposal Review Period	<u>Oct. 3 – 20, 2006</u>
Contractor Selection and Award	<u>November 1, 2006</u>
Contract Start Date	<u>December 18, 2006</u> (Tentative)

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer. The deadline for submission of written questions is 4:30 p.m., H.S.T., on September 4, 2006.

Offerors may call the Technical Representative, James “Kimo” Yamaguchi, Jr., Manager of Food Services, at (808) 956-4798 for questions regarding the content of the work specifications.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit an original plus SEVEN (7) copies of the proposal. Proposals shall be received by the Office of Procurement, Real Property and Risk Management, University of Hawaii, no later than 2:30 p.m., H.S.T. on October 2, 2006.

Proposals shall be mailed or delivered to:

Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
RFP No. 07-027, Provide Beverage and Vending Rights Program,
University of Hawaii at Manoa, Honolulu, Hawaii
(Name of Offeror)

1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

- a. The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.
- b. An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:
 - 1) The proposal shows any noncompliance with applicable law.
 - 2) The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

- 3) The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- 4) The Offeror is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement and Real Property Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

James "Kimo" Yamaguchi, Jr.
Manager of Food Services
Auxiliary Services
University of Hawaii at Manoa
Telephone: (808) 956-4798
Facsimile: (808) 956-9968
Email: jyamaguc@hawaii.edu

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Kurt Minato, Procurement Specialist
Office of Procurement, Real Property and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Telephone: (808) 956-7159
Facsimile: (808) 956-2093
Email: minato@hawaii.edu

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 PURPOSE

To obtain the services of a Contractor to provide a Beverage and Vending Rights program for the students, faculty, staff, guests and/or organizations affiliated with the University of Hawaii-Manoa, in accordance with such policies as may be promulgated by the University of Hawaii, rules and regulations of the Department of Health, State of Hawaii, City and County of Honolulu Uniform Fire Code and any other codes and ordinances for the proper operation and maintenance of the food service facilities.

2.2 OBJECTIVE

The objective of the Food Service Program is to satisfy the nutritional needs of the University community by providing choices of products at the lowest possible price, high in quality and with the best possible service. To this end, the Food Service Program focuses on the quality of the products, the manner of service, the economy of prices and merchandising that provides the customer with options that are attractive, enjoyable, interesting and nutritious. In addition, the program includes an educational element to personalize the environment and inform the consumer of food choices that enhance health and encourage responsible nutritional choices. Further, the program necessitates the continual improvement, maintenance and replacement of the University food service facilities and equipment. The Food Service Program requires a reasonable financial return to the University.

2.3 SCOPE OF WORK

- A. The University grants to the Contractor certain beverage pour and vending rights for the University of Hawaii-Manoa campus. The University shall designate locations for such operations. Current designated locations are identified in **ATTACHMENT A**. The rights granted hereunder shall not extend to College Hill and University Lab School.
- B. The University grants to the Contractor the right to install vending machines at the locations identified in **ATTACHMENT B**. New locations and the items to be sold at the vending locations shall be subject to the approval of the University.

- C. The Contractor shall be responsible for the overall beverage and snack food vending program. The beverage and snack food vending program is a full service program that shall include but not limited to: bottle and can beverages, hot beverages, perishable and non-perishable snacks, and ice cream. The Contractor, by and through its representatives, agents, subcontractors, or independent contractors, will be responsible for all product, equipment, service and revenue capture for beverage and snack food vending.
 - 1. If the Contractor is unable or refuses to meet the University's requirements, the University reserves the right to enter into an agreement with a third party purveyor to provide the required service. The Contractor agrees to abide by any such agreement, which may be entered into by the University and the third party purveyor.
- D. The Contractor shall be required to have a team of appropriately authorized individuals present on the University campus, on a minimum of an annual basis, to perform a formal Business Review of the relationship of the parties in the Beverage and Vending Rights Contract.
 - 1. The Business Review shall address all programs, major events, outstanding issues/resolutions, and all other requirements of the Contract.
 - 2. The Business Review shall include a complete sales summary showing the volume of beverages and related merchandise sold through all retail and vending opportunities that are contractually or operationally affiliated with the University. This will be a formal review coordinated and scheduled with representatives of the University.
- E. The University requires a minimum of a THREE (3)-year commitment for the cost of beverages purchased by the University in the Beverage and Vending Rights Contract.
- F. The Contractor shall furnish and install all University specified coolers, fountain units, vending machines, Bulk CO2 and other such equipment at no charge to the University.
 - 1. All equipment must be energy efficient and approved by the University prior to installation or delivery.
 - 2. The Contractor shall furnish/deliver applicable loaner equipment in the case of a major breakdown, at no charge to the University.

3. The Contractor shall furnish equipment and advertising material to properly merchandise the products. The requirement to provide necessary equipment to the University shall continue through the Contract term including needs for upgrading and for additional sites and needs that may come about. The University reserves the right to ADD or DELETE departments, or change the dispensing equipment at any time as the need arises.
- G. Technical service personnel shall be available and shall respond to requests to replace or repair malfunctioning equipment.
1. With respect to all retail locations, an appropriately trained technician shall be on site and working diligently to return malfunctioning equipment to normal operation within FOUR (4) hours of the service call for a given incident and will have the equipment back in service within TWENTY FOUR (24) hours of the time the service call was placed.
 2. With respect to all of the University residential dining areas, repair of fountain equipment must occur before the next scheduled meal service.
 3. With respect to events held at the Athletics facilities, the University requires on-site repair personnel during these events.
 4. At its discretion, the University may require replacement or upgrade of equipment that frequently malfunctions or exhibits excessive downtime. An equipment change, except replacement with like models, requires written approval from the University.
 5. Should the Contractor not perform the necessary repairs in the time-frame stated above, the University reserves the right to hire a company of its choice to complete the necessary repairs and forward all invoices for related expenses to the Contractor for payment, and to be reimbursed for any product substitutions to provide the level of service required for these venues.
- H. The contract does not prohibit the University from entering into an agreement with a third party purveyor to provide a University branded water or other beverage. The Contractor agrees to abide by any such agreement, which may be entered into by the University and the third party purveyor.

2.4 CONTRACTOR'S RESPONSIBILITIES

- A. Prior to the equipment being put in use, Contractor shall supply each location with items ("quality control kits") necessary to ensure correct functioning of the equipment.
 - 1. Shall work with the various vendors to train staff on appropriate use. In no event shall the University's failure to act cause the University to be liable for costs associated with maintenance or failure of the equipment.
 - 2. Shall be responsible for preventive maintenance and remedial service for all Contractor-supplied equipment in accordance with the manufacturer's recommendations and guidelines.
- B. Shall provide all vehicles for servicing the beverage and snack food vending program. All vehicles shall be the property of the Contractor and shall be identified with the Contractor's logo. All vehicles shall be maintained in accordance with State of Hawaii Department of Health standards for transporting food.
- C. Shall provide for any and all other expenses incurred in the food services operations, including the costs of air freight in obtaining beverage and snack food products to enable the Contractor to continue the beverage and snack food vending program in the event of a shipping and/or dock strike.
- D. Shall provide health and tuberculosis examinations for all employees as required by law.
- E. Shall be responsible for control of keys obtained from the University and for the security of the assigned areas.
 - 1. The Contractor shall immediately report all facts relating to losses incurred as a result of break-ins.
 - 2. The Contractor shall be responsible for the costs of rekeying if key security is compromised due to an act of omission of the Contractor, its employees, or its agents and for all rekeying requirements at the beginning of the contract.
- F. Shall provide all employees with uniforms and nametags.

- G. Shall require all Contractor employees parking a vehicle on campus to pay the prevailing parking fees charged by the University to its own employees. The University reserves the right to determine the number of parking permits to be issued.

2.5 UNIVERSITY'S RESPONSIBILITIES

- A. The University shall provide water and electrical connections necessary for the operation of the vending equipment at no cost to the Contractor. The University does not guarantee an uninterrupted supply of water and electricity. However, the University shall be diligent in restoring service following an interruption. The University shall not be liable for any product loss or additional costs from the interruption or failure of any such utility service. The Contractor will make final connections.
- B. The University will pay for installation of datalines when required for services mandated by the University.

2.6 GENERAL PERFORMANCE STANDARDS AND FOOD

- A. All beverages, including juice and isotonic beverages, packaged, manufactured or distributed by the Contractor shall be identified (by complete description including name, SKU, size, packaging, etc.).
 - 1. Shall include any additional beverages available to the University through subcontracts, contractor agreements, or other cooperative efforts. As part of the Campus and Vending Rights Contract negotiation, the University shall identify the products to be included in the contract.
 - 2. Future beverages packaged, manufactured or distributed by the Contractor as well as other future beverages available through other arrangements made by the Contractor may be added to the contract with the approval of the University.
- B. All snack foods, packaged, manufactured or distributed by the Contractor shall be identified (by complete description including name, SKU, size, packaging, etc.).
 - 1. Shall include any additional snack foods available to the University through subcontracts, contractor agreements, or other cooperative efforts. As part of the Beverage and Vending Rights Contract negotiation, the University shall identify the products to be included in the contract.

2. Future snack foods packaged, manufactured or distributed by the Contractor as well as other future snack foods available through other arrangements made by the Contractor may be added to the contract with the approval of the University.
 3. The Contractor shall age date all perishable snack food products.
- C. The University recognizes that, regardless of the defined Beverages under Contract, the market for products offered by the Contractor will change and new products will become available that the University and Contractor may wish to include under this Contract. When these instances and opportunities occur, the University shall welcome a proposal of product addition to the Contract by the Contractor.
1. Proposal shall be submitted by the Contractor to the Manager of Food Services and shall include the full product(s) description and proposed compensation to the University for adding the product(s).
 2. Food Services will discuss the proposal and opportunity with the other Stakeholders and the University shall then decide whether or not to accept the proposal and amend the Contract.
 3. In the cases where both parties wish to "test" products at the University, a trial period proposal may be submitted to the University through the same process.
- D. The University shall be the sole judge of quality and equivalency of products offered. In case of any difference of opinion regarding quality of product or interpretation of general conditions and specifications, the decision of the University shall be final and binding.
- E. The Contractor and University shall mutually determine, with the University having final authority for the decision, all flavors to be dispensed at each location whether vending, fountain, retail or other, and all snack food products to be dispensed through the vending machines.
- F. The Contractor shall revise portion sizes and specifications in order to better respond to consumer demand.

2.7 FOUNTAIN BEVERAGES PROGRAM

- A. Contractor shall service all locations at intervals necessary to keep each dispensing location supplied with syrup and CO2 gas. Volumes vary at each location. It shall be the responsibility of the Contractor to maintain records of volumes and their trends and fluctuations in order to ensure appropriate deliveries to ensure no out of stocks occur. These records shall be made available to the University upon request.
- B. Contractor shall be required, at the inception and throughout the term of the Beverage and Vending Rights Contract, to supply, install, service and maintain all fountain, display, and other equipment used to sell, dispense or display beverages, without cost to the University.
 - 1. All equipment used to sell, dispense or display beverages shall be new, state of the art, and remain state of the art for the entire term of the Beverage and Vending Rights Contract and shall include ice dispensing capability.
 - 2. The Contractor shall furnish new racks, CO2 handling components and any other equipment as deemed reasonably necessary by the University at no charge to the University. Backup CO2 tanks are required in the dispensing systems.
 - 3. Some areas shall require self-contained refrigeration dispensers and stands. The selection of products to be dispensed and versatility of equipment required shall be determined by the University based upon reasonable customer needs. Specific equipment to be provided shall be agreed upon by the Contractor and University.
 - 4. Dispensing equipment shall have a secured locking mechanism.
 - 5. The dispensers shall be filtered with a stainless steel, vented, double check backflow valve.
 - 6. All dispensers shall be equipped with separate water supply shut off.
 - 7. Equipment provided shall be compatible with the existing equipment or be an acceptable replacement agreed to by the University.
 - 8. Contractor shall be required to supply portable fountain service equipment for Campus events.

9. Contractor shall supply and install necessary syrup lines for the equipment in a manner that will not detract from decor of location. Contractor must coordinate and have the approval of the University for placement.
 10. Contractor shall be responsible for installing CO2 gas lines for CO2 tanks to dispensing equipment where such installation is necessary. The University will be responsible for providing passage through walls, ceilings, etc., if required at installation sites. The University reserves the right to withhold approval of dispensing equipment installation depending upon the total investment required. CO2 and bulk CO2 shall be provided as needed at no cost to the University.
- C. All point of sale locations will require menu boards as needed. All menu boards shall be provided to the University at no additional cost upon the University's request.

2.8 RETAIL PROGRAM

- A. The University shall cooperate with the Contractor to place advertisement materials in Campus convenience store locations in order to feature the Contractor's products and stimulate sales. The University reserves the right to reject any advertising that interferes with its operations.
- B. Contractor shall pick up and issue credit for items that are damaged, stale, or in the University's opinion, slow sellers.
- C. Contractor shall be required to provide any equipment for display or refrigeration of products. The specific type of machine(s) must be approved by the University prior to installation.
1. Generally, the requirement shall be equipment of current design or style and size that are best suited for each given location.
 2. Equipment shall be attractive, sanitary, safe, and reliable equipment of a type approved by a recognized State or local health department or testing laboratory.
- D. The University shall reserve 20% of shelf space in all retail outlets on campus for display and sale of products other than those sold by the Contractor in order to provide customers a broader choice.

2.9 VENDING PROGRAM

- A. The Contractor is expected to offer a full service beverage and snack food vending program, which shall include but not limited to: bottle and can beverages, hot beverages, perishable and non-perishable snacks, and ice cream.
 - 1. Locations and numbers of vending machines on Campus may be changed with the University's permission.
 - 2. Contract shall not include vending machines off campus.
- B. Contractor, by and through its representatives, agents, subcontractors, or independent contractors, shall be responsible for all product, equipment, service and revenue capture for beverage and snack food vending.
- C. At Contractor's expense, Contractor may supply point-of-sale advertising and menu board advertising promoting Contractor's Beverages. The University reserves the right to reject and/or remove any advertising that interferes with its operations.
- D. The commission rate should be stated as a percentage of gross sales with no deduction for any costs by the Contractor, including, but not limited to, applicable taxes.
- E. Payment for commissions earned by the University is due by the twentieth day of the following month in which the revenue was collected.
 - 1. Included with the payment is to be an accounting of the meter/counter readings and that month's revenue for each vending machine collected. Causes of abnormal revenues or meter readings are to be noted and explained.
 - 2. Losses incurred from the operation of vending equipment due to theft, fire, vandalism, damage, etc., will be absorbed by the Contractor and are not to be factors in the computation of University commissions.
- F. The Contractor shall be expected to purchase and install in its vending equipment debit card technology, which will be later specified by the University.

- G. Each machine must be clearly identified with a number on its front so that reports of malfunctions can refer to a particular machine.
1. In a manner acceptable to the University, each machine is to be clearly labeled near eye level in the vicinity of the coin/bill acceptor with the campus telephone number to report malfunctions, and the University location to receive refunds when money is accepted and no product or an unsatisfactory product is vended.
- H. Refunds to the customer will be available through an on-site University location(s). Contractor shall reimburse the University for money lost in the beverage vending machines. Reconciliation of refunds from the University and reimbursement to the refund account by the Contractor shall be on a weekly basis for the prior week.
- I. The University shall entertain proposals that include the use of a subcontractor to fulfill the Contractor's responsibilities for beverage and snack vending.
1. Contractor must identify the subcontractor(s) and the qualifications of the subcontractor(s).
 2. A list of current clients or customers of all proposed subcontractors and a description of how the subcontractor will contribute to the Beverage and Vending Rights Contract shall be provided.
 3. The University may request a meeting with any or all of the subcontractors proposed in the response. The University reserves the right to reject any and all subcontractors.
 4. The use of a subcontractor does not relieve the Contractor of its obligations and responsibilities to the University.
- J. Contractor shall be responsible for reimbursement to the University for the monthly cost of electricity consumed by the vending machines. The University Facilities Planning and Management Office shall determine the cost of electricity.
1. The current electrical cost is \$62.50 per month per beverage, refrigerated and frozen vending machines. The electrical cost per snack machine is \$19.20.
 2. The payment for electrical costs shall be submitted with the monthly commission payment.

- K. The equipment must operate on 110-115 volts and be ULL listed.
- L. Equipment shall include coin mechanisms and bill acceptors that accept current U.S. coin and currency, and shall be promptly updated as needed to accept future U.S. coin and currency.
 - 1. All electrically operated machines shall be equipped with non-resettable cash metering devices, and/or sales metering devices. The required capacity of each machine shall depend on the needs and requirements of each location.
- M. All equipment shall meet current Americans with Disabilities Act (ADA) standards.
 - 1. All selection buttons, coin mechanisms, and bill acceptors shall be no higher than 54 inches.
- N. All equipment shall be kept clean and in a sanitary condition. Any parts of the machine that are broken, scratched, or dented are to be repaired or replaced to maintain a clean appearance and prevent vandalism.
- O. Prices shall remain fixed from the Notice to Proceed date to June 30, 2008, provided the Federal and Hawaii State tax structure and the statutory minimum wage requirements remain the same. However, this does not preclude changes in price downward during this period.
- P. Contractors shall supply, install, fill, service and maintain all vending equipment.
 - 1. Contractor shall keep full service machines stocked so as to provide, under normal conditions, sufficient amounts of products, dispensed in conformity with all applicable Federal, State, and local laws. The University shall have the final authority to require increased service levels to deal with unacceptable frequencies of product "outages".
 - 2. Contractor shall establish a recurring inspection and preventative maintenance program to insure machines remain in sound operating condition. Throughout the term of the Contract, the Contractor shall make periodic inspection visits with a University representative to evaluate machines for replacement, etc.
 - 3. All cartons or packaging material left over from stocking the machines shall be removed from the premises.

4. Shall provide daily cleaning of the floor area TEN (10) feet around the machines, conduct periodic inspections during the day to insure cleanliness, sufficient number of trash receptacles in the immediate area of the machines, and empty, clean, replace and maintain trash receptacles.
- Q. The University shall reserve 20% of vending machine space for sale of products other than those sold by the Contractor in order to provide customers a broader choice.
- R. The University shall require as part of the contract that the Contractor purchase from the University THREE (3) Food Thru Vending machines, TWO (2) Snack Vending machines and ONE (1) Frozen Food Vending machine at a total cost of \$27,124.28. These machines were purchased new in October 2005. The equipment shall be purchased "AS IS".

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

Proposal Letter

Project Narrative

References

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.3 PROJECT NARRATIVE (Appendix B)

- A. Indicate annual payment for negotiated exclusivity for Beverage and Vending Rights Program.
- B. Indicate commission on vended beverages and snack foods.
- C. Indicate annual product support for the University
- D. Identify other benefits to be provided as part of the program and include breakdown of how any monetary value is determined.
- F. Develop a business plan that addresses the University's request for a Beverage and Vending Right Program. Identify management team which will represent the Contractor.

- G. Specify the variety of equipment and drink categories that will be available to the University.
- H. Develop a target market strategy and analysis of the industry.
- I. Develop a marketing strategy and identify a proposed pricing structure.
- J. Identify a financial plan.

3.4 REFERENCES (Appendix C)

Offerors shall provide a minimum of THREE (3) references either educational, private non-profit or public sector for whom similar publication services have been provided. The names of companies, addresses, phone numbers and contact persons shall be furnished. The University reserves the right to contact the references for additional information.

3.5 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

The following checklist is provided to assist the Offeror in submitting the appropriate documents with their proposals:

- 1) _____ Business Classification Certification Statement
- 2) _____ Appendix A, Proposal Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)
- 3) _____ Appendix B, Project Narrative
- 4) _____ Appendix C, References
- 5) _____ Attachment D, Price Quotation Sheet
- 5) _____ State of Hawaii Department of Taxation and Internal Revenue Service certified Tax Clearance Certificate

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible Offerors whose proposals are determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set out forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

1. Annual Payment: **25 pts. maximum**
 - a. Annual payment for negotiated exclusivity for beverage and vending rights program.

2. Commission: **35 pts. maximum**
 - a. Commission based on the percentage of the gross sales for vending beverages. (25 points)
 - b. Commission based on the percentage of the gross sales for vending snacks. (10 points).

3. Annual Product Support: **5 pts. maximum**
 - a. Annual product support for the University.

4. Other Benefits: **5 pts. maximum**
 - a. Other benefits such as, but not limited to, promotional account, marketing and scholarship program, recycling program.

5. Business Plan: **9 pts. maximum**
 - a. Company presents a business plan that addresses the University's requirements and expectations for a Beverage and Vending Rights Program.

6. Products: **6 pts. maximum**
- a. Company offers a variety and equipment that are available to the University. These products cover a variety of drink categories and the company develops new products that meet the demands of its customers.
7. Market Analysis: **6 pts. maximum**
- a. Company presents a target market segment strategy that encompasses the needs, trends, and growth of the market and provides an analysis of the industry.
8. Strategy and Implementation Summary: **6 pts. maximum**
- a. Company presents a marketing strategy that will emphasize the strengths of its company and products. Marketing strategy includes price, promotion and sales strategies, marketing programs, and use of strategic alliances.
9. Financial Plan: **3 pts. maximum**
- a. Company presents a financial plan that outlines its viability as a business and the soundness of their investments.

TOTAL POSSIBLE POINTS 100 pts.

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Providing of Beverage and Vending Rights Program for Auxiliary Services, shall be in accordance with the terms and conditions of RFP No. 07-027 and the General Provisions dated March, 2003, included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

5.2 REFERENCES

The University reserves the right to contact the references named in Appendix C, REFERENCES, and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

5.3 PAYMENT

- A. Contractor shall make monthly commission and electrical utility payments to the University by the 20th day following the close of a calendar month. All payments shall be made payable to the University of Hawaii and submitted to Manager, Food Services, 1951 East-West Road, Honolulu, Hawaii 96822. The termination of the contract by default or otherwise shall not relieve the Contractor of their obligations under the contract or for charges accrued while the contract was in effect but remaining unpaid at the time of termination.
- B. Contract pricing shall appear on each invoice. The Contractor shall be responsible for assuring that all University entities receive proper and consistent pricing. The method of invoicing is subject to approval by the University prior to the award of this Contract. The chosen method of invoicing shall be uniformly applied to all University invoices. Invoices that are not corrected within THIRTY (30) days after notice of need for correction will not be paid.
- C. Any amounts owing by the Contractor under the terms of the Contract shall bear interest from the date such amounts become due until paid. The rate of such interest shall be either (a) at the specific maximum rate, if any, then allowed by the appropriate sections of statutes of Hawaii, or any successor law or statute, or (b) if there is no such maximum rate, TWO (2) percentage points above the large business prime rate of interest then being charged by the bank principally used by the University.

5.4 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.5. CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.6 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is James "Kimo" Yamaguchi, Jr., Manager, Food Services, Auxiliary Services, telephone (808) 956-4798 (Oahu).

5.7 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled at **10:00 a.m. on Tuesday, August 29, 2006, in Hale Aloha Cafeteria**. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. All Offerors are encouraged to attend and satisfy themselves as to the existing conditions and the nature and amount of work called for by the Request for Proposals. No additional allowance will be granted because of lack of knowledge due to failure to attend the briefing.

Offerors are advised that parking is available at the University of Hawaii at Manoa on a very limited basis at the UH Parking Structure located next to the Stan Sheriff Arena on Lower Campus Road, and Center for Hawaiian Studies parking area located next to the Center for Hawaiian Studies on Dole Street. Parking fees are \$3.00/day, and parking lots generally fill up by 8:00 a.m. on weekdays; therefore, Offerors should make the necessary arrangements to ensure that they can attend the conference on time.

5.8 SITE VISIT

Each bidder may visit the site(s) and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of this bid specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling James "Kimo" Yamaguchi, Jr., telephone 956-4798 on any normal working day, Monday through Friday, after 9:00 a.m., but not later than 4:00 p.m.

5.9 PROHIBITIONS

- A. The Contractor shall preclude anyone from:
 - 1. Using the premises for illegal acts or purposes.
 - 2. Using the premises for lodging.
 - 3. Generating or causing the generation of noxious and objectionable smoke, gases, vapors, sounds or noise.
 - 4. Storing or accumulating flammable liquids and materials which may invalidate any insurance coverage for fire and safety carried by the University, as possible non-compliance/non-adherence to applicable Underwriter's rules and regulations or any other codes and ordinances.
 - 5. Posting of unauthorized bills, posters and signs within the premises. Advertising for the facility shall be in accordance with University regulations, policies and procedures.
 - 6. Stacking of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the premises.
 - 7. Overloading floors.
 - 8. Using the premises in any manner found objectionable by the University.
- B. Use of University food service facilities by third parties is prohibited without the express written consent of the University.
- C. The premises shall be used for the purpose of food service programs solely for the University. The use of the premises for purposes other than as specified is prohibited.

5.10 CONTRACTOR'S PERSONNEL

Contractor's personnel shall comply with established University standards for conduct and ethics of its employees. The University reserves the right to require the Contractor to remove personnel from servicing University accounts. The University will not tolerate objectionable or inappropriate behavior.

5.11 ADDITIONAL LOCATIONS

The University reserves the right to add locations for vending machines and retail operations at the time of award.

5.12 UNIVERSITY BRANDED BEVERAGES

The contract does not prohibit the University from entering into an agreement with a third party purveyor to provide a University branded water or beverage. The Contractor shall agree to abide by any such agreement, which may be entered into by the University and third party purveyor.

5.13 MANAGEMENT TEAM

The University reserves the right, but is not obligated to, require a meeting with the proposed representatives as part of its evaluation of any or all proposals.

University reserves the right to request a change in the management team if service is deemed unsatisfactory.

5.14 RISK OF LOSS

Any and all goods, wares, merchandise, furniture, equipment and personal property of any kind or description which may be on the premises at any time during the term of the Contract, regardless of ownership of such property, shall be at the sole risk and hazard of the Contractor, and the Contractor shall not hold the University liable or responsible for any loss thereof or damage thereto caused by water, gas, defective electrical wiring, fire, or by or for any other cause whatsoever unless the same shall be due to any act or omission of the University, its officers, agents, employees or invitees.

5.15 TAXES AND ASSESSMENTS

Contractor shall pay at least TEN (10) days before the same becomes delinquent all taxes, rates, assessments, impositions, duties, charges and other outgoings of every description to which the premises or the University or Contractor, in respect thereof are now or may during said term become liable, whether the same are or shall be assessed to or be payable by law by either the University or Contractor.

5.16 PREMISES/PROPERTY UPON TERMINATION

Upon termination of the Contract, the Contractor shall remove non-University equipment from the premises and restore the premises to as good a condition as at the commencement of the operations, alterations to the premises which had been previously been approved by the University and ordinary wear and tear excepted. Contractor and University shall jointly conduct a closing inspection. Surrendered premises shall be left in a clean and orderly state satisfactory to the University. To accomplish this, the Contractor and the University shall establish a checklist of the work that shall be done to restore the premises in a clean and orderly condition at least ONE (1) month prior to termination.

The Contractor shall, at its own expense, restore the premises to a condition satisfactory to the University within THIRTY (30) days after the termination of the Contract. Furthermore, upon the termination of the contract, should the Contractor fail to remove any and all personal property, equipment, and/or vehicles from the premises, the University may, at the University's option, (a) remove any and all such personal property, equipment and/or vehicles from the premises and place said property in storage at the cost and expense of Contractor; or (b) consider all such personal property, equipment and/or vehicles as "abandoned" and remove and dispose of said personal property, equipment and/or vehicles at Contractor's cost and expense, and the Contractor does hereby agree to pay all costs and expenses for removal and disposal of such personal property, equipment and/or vehicles.

5.17 TRANSITION UPON TERMINATION

Contractor agrees to permit prospective bidders for a subsequent contractor access to the premises for the purpose of inspecting equipment and facilities during the bidding period at mutually agreeable times between the Contractor and the University. After the new contract is awarded, the Contractor shall permit the new Contractor access to the premises at mutually agreeable times between the Contractor and the new Contractor for an orderly phase in of the new Contractor. Contractor shall have the option to sell to the new Contractor all its food inventory of merchantable and usable quality at prices no greater than originally paid by the Contractor.

5.18 RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor to correct same to conform to specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

5.19 EXAMINATION & AUDIT

- a. Contractor shall maintain accurate, complete and separate books of accounts according to generally accepted accounting principles reflecting the food service operations at the University together with appropriate supporting data and documents.
- b. Contractor shall make said books of accounts and supporting data and documents available in the State of Hawaii for inspection, reproduction, and audit by the University at all reasonable times, and shall retain and make available said books, data, and documents at all reasonable times for a period of at least THREE (3) years after the close of the University's fiscal year. If a dispute, discrepancy, litigation, or claim is instituted before the expiration of the THREE (3) periods the Contractor shall retain all books of account, data, and supporting documents until such disputes, discrepancies, claims, litigations, or audit findings are resolved.
- c. The Contractor shall submit to the University operating statements, including but not limited to, vending sales receipts by machines and category of sales with meter readings, etc., by location within TWENTY (20) days after the close of each calendar month. Causes of abnormal revenues deviations shall be noted by the Contractor as part of this statement.
- d. The Contractor shall conduct an annual sales and rebate audit for the contract year, in accordance with generally accepted auditing standards and by an independent certified public accounting firm. The scope of this examination shall be such that an auditor's opinion shall be issued. The Contractor shall notify University, in writing, of any deficiency made known as a result of said audits.

The Contractor shall, within THIRTY (30) days of receipt of audit report, correct any deficiencies noted by said audit, in its accounting procedures. If the audit should uncover the under reporting of sales, the Contractor shall make the appropriate payment to the University. If the result of the audit is an overpayment by the Contractor to the University, the University shall refund or credit the Contractor for the amount overpaid.

5.20 TERM

The successful Offeror agrees to enter into a contract with the University from the date designated in the Notice to Proceed to June 30, 2011, provided that the costs stated in the RFP remains the same until June 30, 2008. Thereafter, the contract shall be renewable from year to year, for FIVE (5) additional years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days' prior to the annual renewal date, and may be increased in accordance with Special Provision 5.21, ESCALATION CLAUSE.

5.21 ESCALATION CLAUSE

A. FOUNTAIN BEVERAGES

Prices shall remain fixed from the start of the contract to June 30, 2008. Thereafter, the maximum allowable pricing increases after any fixed commitment will be limited to the change in the food and beverage measurement on the Consumer Price Index for all Urban Consumers (CPI-U) published at <http://www.bls.gov/cpi/>. Pricing commitments shall be made without regard to which University operations or communities may provide or sell the beverage.

B. VENDING BEVERAGES AND SNACKS

Prices shall remain fixed from the start of the contract to June 30, 2008, provided the Federal and Hawaii State tax structure and the statutory minimum wage requirements remain the same. However, this does not preclude changes in price downward during this TWENTY FOUR (24)-month period. Contractor's request for price changes in subsequent years shall be submitted to the University for review and approval by January 1 in an agreed upon format by the University and Contractor. Requests for changes in prices shall be considered by the University taking into account such factors as, but not limited to, the following:

1. The Consumer Price Index-All Urban Consumers Report for Honolulu, HI, for Food away from home, as issued by the United States Department of Labor, Bureau of Labor Statistics Data, or its equivalent replacement.

2. Statutory changes in the minimum local labor hourly rates.
3. Statutory changes in the Federal and State of Hawaii Tax Structure.

Such price adjustment shall be held firm for a period of TWELVE (12) months. The Contractor shall submit to the University monthly and on an agreed upon form, all new menu and product items to be introduced. Subject to the approval of the University, new products may be sold in the vending machines, and prices shall remain fixed for the period through June 30. University approved prices shall become effective July 1.

5.22 LIABILITY AND INDEMNITY

It is expressly understood that the successful Offeror shall be an independent contractor engaged in transacting its own business on its own account in the premises furnished by the University. Contractor shall expressly agree to pay for the costs of all labor, material, supplies, and other expenses in connection with the operation of its business and to defend, indemnify, and hold harmless the University and any individual member thereof, from any and all claims or demands for damages and liability for anything and everything whatsoever arising from, or out of the services provided by the Contractor or the Contractor's employees.

5.23 JURISDICTION/SERVICE OF PROCESS

The Contractor, by execution of the Contract, acknowledges that the Contractor is transacting business within the State of Hawaii and hereby submits to the jurisdiction of the courts of the State of Hawaii as to any cause of action arising out of the performance and/or breach of this contract. The Contractor further agrees that when absent from the State of Hawaii any service of process may be made by leaving a certified copy of a summons with the Director or Deputy Director of the Department of Commerce and Consumer Affairs, State of Hawaii, and mailing be certified or registered mail, postage prepaid, a copy of said summons to Contractor.

5.24 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the University and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf from and against: (a) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the performance of the contract except liability arising out of the sole negligence of University or its employees; (b) all claims, suits and damages by whomsoever brought or made by

reason of the nonobservance or nonperformance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, Contractor shall reimburse the University and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf for all attorney's fees, costs, and expenses incurred in connection with the defense of any such claims.

5.25 LITIGATION

If, without any fault, the University, or any of its agents or employees shall be made a party to any litigation commenced by or against the Contractor arising out of the Contractor's use of the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the University in connection with the litigation. The Contractor shall also pay all costs and reasonable attorney's fees incurred or paid by the University in enforcing the terms and conditions of the contract. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

5.26 INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects to operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify the Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days' of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

NOTE: Other forms of insurance coverage naming the University as additional insured, such as the Owner's and Contractor's Protective Liability Insurance Policy, with the above limits shall be acceptable.

5.27 TERMINATION OF CONTRACT

In the event the successful Offeror fails to meet all commitments in accordance with the contract specifications and does not remedy such default within THIRTY (30) days after receipt of written notice, the University reserves the right to terminate the contract.

Should the University exercise its right of termination, such exercise shall be without prejudice to any other remedy or right of action which the University may have for any preceding or other breach of contract.

5.28 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Further information is available from the Campaign Spending Commission at www.hawaii.gov/campaign or at (808) 586-0285.

5.29 COMPLAINTS AND PROTESTS

General Provision 5.11 is hereby deleted in its entirety and shall be replaced with the following:

- a. Complainants should seek resolution of their complaints initially with the Procurement Officer. Such complaints should be made in writing.
- b. Protests shall be made in writing to the Procurement Officer within FIVE (5) working days after the protestor knows or should have known of the facts giving rise thereto. A protest of an award or proposed award shall in any event be submitted in writing within FIVE (5) working days after the posting of the award of the contract. No protest based upon the content of the solicitation shall be considered unless it is submitted in writing prior to the date set for the receipt of offers. Protests filed after the applicable filing periods shall not be considered.
- c. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- d. To expedite handling of protests, the envelope should be labeled "Protest" and either served personally or sent by registered or certified mail, return receipt requested, to the Procurement Officer. The written protest shall include as a minimum the following:
 - 1) The name and address of the protestor;
 - 2) Appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - 3) A statement of reasons for the protest; and
 - 4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

- e. Protests concerning a procurement action shall be decided by the Chief Procurement Officer or designee in accordance with applicable law.

5.30 DISPUTES

General Provision 5.12 is hereby deleted in its entirety and shall be replaced with the following:

- a. All controversies between the University and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within NINETY (90) calendar days after a written request by the Contractor for a final decision concerning the controversy; provided that if the Procurement Officer does not issue a written decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the circuit court of the State within the SIX (6) months from the date of receipt of the decision.
- d. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the circuit court of this State of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the University provided that in any event the Contractor shall proceed diligently with the performance of the contract where the Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

5.31 CERTIFICATIONS REQUIRED PRIOR TO AWARD

Before contract award can be made by the University, the successful Offeror shall be required to provide the following certifications:

a. Tax Clearance for Contracts

General Provision 2.23 is hereby deleted in its entirety and shall be replaced with the following:

In accordance with Sections 103D-328 and 103-53, HRS, prior to award, Offerors shall submit, **original** tax clearances from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the DOTAX and under the Internal Revenue Code against the Offeror, have been paid. This shall apply to all contracts, whether with Hawaii Offerors, out-of-state Offerors, or nonprofit organizations.

This shall not apply to Offerors if the DOTAX certifies that the Offeror is in good standing under a plan in which delinquent taxes are being paid to the DOTAX (and the IRS, if applicable) in installments.

The certificate is valid for SIX (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the University. **The application for tax clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the University.**

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 10/2004), which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website: <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Information about the State of Hawaii Department of Taxation can be found at:
<http://www.state.hi.us/tax/tax.html>

Any questions pertaining to tax clearance may be addressed to the following:

- 1) Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160

- 2) Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

b. Certificate of Compliance, Hawaii State Department of Labor

In accordance with Section 103D-310(c), HRS, prior to award, Offeror shall submit an approved Certificate of Compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for SIX (6) months from the date of issue and must be valid on the date it is received by the University. A copy of the Certificate of Compliance is acceptable.

The Certificate of Compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-1122-112, HAR, Form LIR#27, which is available at:
<http://hawaii.gov/labor/forms/DCD-LIR27.pdf>

The application for Certificate of Compliance is the responsibility of the Offeror and must be submitted directly to the State of Hawaii DLIR and not to the University.

c. Certificate of Good Standing, State of Hawaii Department of Commerce and Consumer Affairs

In accordance with Section 103D-310, HRS, prior to award, Offeror shall obtain a Certificate of Good Standing from the State of Hawaii Department of Commerce and Consumer Affairs (DCCA). The certificate is valid for SIX (6) months from the date of issue and must be valid on the date it is received by the University. A copy of the Certificate of Good Standing is acceptable.

- 1) **Hawaii business.** A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, an Offeror that is a "Hawaii business" shall submit a Certificate of Good Standing issued by the DCCA Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required

to submit the certificate. An Offeror's status as a sole proprietor or other business entity and its business street address indicated on the Signature Page or Proposal Letter will be used to confirm that the Offeror is a Hawaii business.

- 2) **Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, Offeror shall submit a Certificate of Good Standing.

To obtain a Certificate of Good Standing, go online to www.BusinessRegistrations.com and follow the prompt instructions. To register or to obtain a Certificate of Good Standing by phone, call (808) 586-2727 (M-F 7:45 a.m. to 4:30 p.m., H.S.T.).

Offerors are advised that there are costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

The above certifications should be applied for by Offerors in a timely manner. The University will inform the successful Offeror in writing as to the exact date and time that the above certifications are due to the University. If the successful Offeror does not submit the certifications by the date and time specified in the University's written notification, the successful Offeror's proposal shall be rejected. Thereafter, the University reserves the right to consider other offers received for award.

5.32 CERTIFICATIONS REQUIRED FOR FINAL PAYMENT

Before final payment can be made under this contract, the Contractor shall be required to provide the following certifications:

a. Tax Clearance For Final Payment

General Provision 7.2 is hereby deleted in its entirety and shall be replaced with the following:

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the DOTAX and under the IRS Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the DOTAX or IRS, provided that the DOTAX may first offset its tax debt against the sum owed to the Contractor.

This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the DOTAX certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the DOTAX (and the IRS, if applicable) in installments.

The certificate is valid for SIXTY (60) days from the most recent approval stamp date on the certificate. To allow the University sufficient time to make payments, the certificate must be valid for a minimum of THIRTY (30) days on the date it is received by the University. **The application for tax clearance for final payment is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the University.**

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 10/2004), which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website: <http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Information about the State of Hawaii Department of Taxation can be found at:
<http://www.state.hi.us/tax/tax.html>

Any questions pertaining to tax clearance may be addressed to the following:

- 1) Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160

2) Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

b. Certification of Compliance for Final Payment

Final payment shall be withheld pending receipt from the Offeror of certification affirming that the Offeror has remained in compliance with the requirements referenced in Section 5.31.

SPO Form-22, Certification of Compliance for Final Payment shall be used for this purpose. A copy of the form is available at
<http://www4.hawaii.gov/StateFormsFiles/Form221.pdf>

5.33 PREFERENCES

The preferences provided below shall be added to the General Provisions, Section 3, EVALUATION, AWARD AND EXECUTION OF CONTRACT. These preferences will be considered in the evaluation only if it is deemed applicable by the University to the RFP or IFB.

a. Preference for Hawaii Products (Applicable to RFP's and IFB's)

Section 103D-1002, HRS, and Subchapter 1, Chapter 3-124, HAR, provide as follows:

Hawaii products. In any expenditure of public funds, a purchasing agency shall review all purchase specifications in a bid or proposal for purchase from the Hawaii products list where such products are available, provided that the products: meet the minimum specifications and the selling price f.o.b. jobsite; unloaded including applicable general excise tax and use tax does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; unloaded including applicable general excise tax and use tax of a similar non-Hawaii product by more than: THREE PERCENT (3%), where Class I Hawaii products are involved; FIVE PERCENT (5%) where Class II Hawaii products are involved; or TEN PERCENT (10%) where Class III Hawaii products are involved.

Where offers contain both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest offer or purchase price only, the price offered for a non-Hawaii product item shall be increased by adding thereto THREE PERCENT (3%), FIVE PERCENT (5%) or TEN PERCENT (10%) where similar Class I, Class II or Class III Hawaii product items have been offered by another party pursuant to the preferences stated above. The lowest total offer, taking into consideration the above preferences, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the original price offered, exclusive of such preferences.

Any person desiring a preference must have the product(s) qualified and registered on the Hawaii products list. The responsibility for qualification shall rest upon the person desiring the preference. The product(s) shall be found qualified and on the Hawaii products list before a preference may be granted. Persons desiring to qualify their product(s) shall complete according to instructions and file with the Administrator, State Procurement Office, the "Application for Hawaii Products Preference," which is available from the State Procurement Office and provide all additional information required by the Administrator.

Should the price comparison for bids submitted pursuant to Section 103D-302, HRS, after taking into consideration all applicable preference, result in identical total prices, award shall be made to the Offeror offering a registered Hawaii produce in preference to a non-Hawaii product.

b. Printing Preference (Applicable to IFB's only)

Section 103D-1003, HRS, and Subchapter 2, Chapter 3-124, HAR, provide as follows:

All bids submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a FIFTEEN PERCENT (15%) preference for purposes of bid evaluation.

Where bids are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid, the amount bid or proposed for work performed out-of-state shall be increased by FIFTEEN PERCENT (15%). The lowest total bid, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the original price offered, exclusive of the preference.

c. Software Development Business Preference (Applicable to RFP's and IFB's)

Section 103D-1006, HRS, and Subchapter 5, Chapter 3-124, HAR, provide as follows:

This preference shall apply to all bids or offers issued by a purchasing agency when so stated in the solicitation. Bids issued by a governmental agency pursuant to Section 103D-301, HRS, shall contain a notice stating that a price preference will be given to Hawaii software development businesses. This price preference will be TEN PERCENT (10%) of the offer price, and will be used for evaluation.

Offerors requesting a preference shall submit a completed certification form, as required by Section 3-124-33, HAR, with each offer. Previous certifications shall not apply unless allowed by the offer.

Any Offeror who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the offer will be increased by TEN PERCENT (10%) for purposes of evaluation.

Where an offer contains both Hawaii software development businesses and non-Hawaii software development businesses, then for the purpose of determining the lowest evaluated bid, the original offer for the non-Hawaii software development businesses shall be increased by TEN PERCENT (10%).

The responsible Offeror submitting the lowest evaluated offer(s), taking into consideration all applicable preferences shall be awarded the contract, provided the product being offered meets the minimum specifications.

The contract amount of any contract awarded shall be the original price offered, exclusive of any preferences.

d. Recycled Products Preference (Applicable to IFB's only)

Section 103D-1005, HRS, and Subchapter 4, Chapter 3-124, HAR, provide as follows:

Solicitations issued by a governmental agency pursuant to Section 103D-310, HRS, and consistent with Section 3-124-22, HAR, shall contain a notice stating that a price preference will be given to recycled products. This price preference will be at least FIVE PERCENT (5%) of the offer price, and will be used for bid evaluation, as specified in Section 3-124-25, HAR.

When a purchase specifies recycled products only, or when recycled products only are offered, the price preference shall not apply.

Offerors requesting a preference shall complete a certification of recycled content form which shall be included with the solicitation if applicable as follows:

- 1) Offerors shall indicate on the certification form, the recycled content of the products offered. Recycled content shall be expressed as a percentage of total product weight.
- 2) Offerors shall submit with the certification form sufficient information to support the stated recycled content of the products offered, including but not limited to manufacturer's specifications, or manufacturer's certification. The University reserves the right to request additional information deemed necessary in order to qualify a product, and has sole discretion in determining acceptance of a product.
- 3) Any Offeror whose product is not accepted for application of preference may appeal by filing a written request for re-examination of facts to: Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822.

Previous certifications shall not apply unless allowed by the solicitation.

Offerors failing to submit the certification at the time established for receipt of offers will not be considered for the price preference.

When both recycled products and non-recycled products are offered for the purpose of determining the lowest price, the original offer price for the non-recycled product item shall be increased by FIVE PERCENT (5%).

When low tie offers with identical post-consumer recovered material content result after all applicable preferences are applied, award shall be made to the Offeror offering products with the higher recovered material content.

The contract amount of any contract awarded shall be the original offer price offered, exclusive of any preferences.

e. Tax Preference (Applicable to IFB's only)

Section 103D-1008, HRS, Subchapter 7, Section 3-124, HAR, provides a tax preference for tax paying bidders. For purposes of this section, tax exempt bidders and tax paying bidders are defined as follows:

- 1) "Tax exempt bidder" mean a bidder that is not subject to the applicable Hawaii general excise and applicable Hawaii use tax, under Chapters 237 and 238, HRS, resulting from the performance of the work required by the solicitation; or a bidder that has tax exempt status under federal or state laws or both.
- 2) "Tax paying bidder" means a bidder that is subject to the applicable Hawaii general excise tax and applicable Hawaii use tax, under Chapters 237 and 238, HRS, for the performance of the work required by the solicitation.

To facilitate compliance with this requirement, each bidder possessing a Hawaii I.D. number for General Excise Tax License shall enter it in the space provided on the signature page, thereby attesting that the bidder is doing business in the State of Hawaii and is a tax paying bidder, and that bidder will pay such taxes on all sales made to the State. Any bidder that cannot furnish a valid Hawaii General Excise Tax License number in the space provided will be considered as not doing business in the State of Hawaii and is a tax exempt bidder, and bidder's bid will be evaluated accordingly.

The price submitted by the tax exempt bidder shall be increased by the applicable retail rate of the Hawaii general excise tax, currently 4%, and applicable use tax, currently $\frac{1}{2}$ of 1%, for the purpose determining the evaluated price for award purposes. Any contract awarded, after taking into consideration the above preference, shall be in the amount of the original price bid and shall not include the amount of the said preference.

f. Qualified Community Rehabilitation Programs Preference (Applicable to RFP's and IFB's)

Section 103D-1009, HRS, Subchapter 8, Section 3-124, HAR, provides a preference for qualified community rehabilitation programs.

All solicitations for goods and services made pursuant to Sections 103D-302 and 103D-303, HRS, issued by a purchasing agency shall contain a notice stating that a price preference will be given to qualified community rehabilitation programs.

When a governmental body contracts for goods and services, a FIVE PERCENT (5%) preference shall be given to goods and services to be provided by nonprofit corporations or public agencies operating qualified community rehabilitation programs in conformance with criteria established by the department of labor

and industrial relations pursuant to Chapter 91; provided that contracts awarded under this section shall be exempt from the wages provision of Section 103-55. Organizations listed in the partners employment program qualify for a preference.

All other prospective Offerors desiring a preference shall submit with their offer the "Certificate of Eligibility to be Certified as a Qualified Community Rehabilitation Program" issued by the State Procurement Office.

In evaluating offers for goods or services, the University shall increase the price offered by noncommunity rehabilitation program by FIVE PERCENT (5%) for the purpose of determining the lowest evaluated Offeror. The contract amount of any contract awarded shall be the original price offered, exclusive of any preferences.

g. APPLICATION OF MULTIPLE PREFERENCES

Should more than one preference allowed by statute apply, the evaluated price shall be based on application of applicable preferences in the following order:

- 1) Hawaii Products list, pursuant to Section 103D 1002, HRS;
- 2) Tax adjustment for tax exempt Offerors, pursuant to Section 103D-1008, HRS;
- 3) Preferred use of Hawaii software development business, pursuant to Section 103D-1006;
- 4) Recycled products, pursuant to Section 103D-1005, HRS;
- 5) Printing, binding, and stationery work within the State, pursuant to Section 103D-1003, HRS; and
- 6) Preference for persons with disabilities pursuant to Section 103D-1009, HRS.

The preferences shall be applied to the original prices. The sum of the preferences, where applicable, shall be applied to the original price, except that preferences 1) and 4) shall be subtracted from the Hawaii products or recycled products price.

The responsible Offeror submitting the lowest evaluated offer(s), taking into consideration all applicable preferences shall be awarded the contract provided that the product offered meets the minimum Technical Specifications. Lastly, the contract amount shall be the amount of the price offered, exclusive of any preference.

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) No. 07-027, Provide Beverage and Vending Rights Program for Auxiliary Services, University of Hawai'i at Mānoa,

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Hawaii General Excise Tax License No.

Remittance Address (if different from street address)

City, State, Zip Code

Location of Offeror's Plant

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation* ☐ Joint Venture

State of Incorporation: ☐ Hawaii ☐ Other:

Is Corporate Seal Available In Hawaii: ☐ Yes** ☐ No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

APPENDIX B PROJECT NARRATIVE

A. Annual Payment:

- a. Complete Attachment D, Pricing Quotation Sheet. Attachment C, HISTORIC DATA ON TYPES OF PRODUCTS AND USAGE QUANTITIES, is to help provide an accurate price.

B. Commission:

- a. Complete Attachment D, Pricing Quotation Sheet. Attachment C, HISTORIC DATA ON TYPES OF PRODUCTS AND USAGE QUANTITIES, is to help provide an accurate price.

C. Donations:

- a. Complete Attachment D, Pricing Quotation Sheet. Attachment C, HISTORIC DATA ON TYPES OF PRODUCTS AND USAGE QUANTITIES, is to help provide an accurate price.

D. Other Benefits:

- a. Identify any other benefits that your company is proposing as part of the Beverage and Vending Rights Program. It should include a description and monetary value of the benefit.
- b. Include a breakdown on how the monetary value was determined.

F. Business Plan:

- a. Develop a business plan that addresses the University's request for a Beverage and Vending Rights Program in accordance the Attachment E, Business Plan for Beverage and Vending Rights Program.
- b. Identify the management team which will represent the Contractor in developing, implementing, managing and operating the new Beverage and Vending Rights Contract.

G. Products:

- a. Specify the variety of equipment that are available to the University.
- b. Specify the variety of drink categories that your company offers.
- c. Indicate how your company develops new products that meet the demands of its customers.

H. Marketing Analysis:

- a. Develop a target market strategy that encompasses the needs, trends, and growth of the market.
- b. Provide an analysis of the industry.

I. Strategy and Implementation Summary:

- a. Develop a marketing strategy that will emphasize the strengths of your company and its products. Strategy should include price, promotion and sales strategies, marketing programs, and use of strategic alliances.
- b. Identify a proposed pricing structure for all beverages sold, packaged, manufactured, distributed, or otherwise offered, as well as additional beverages that are available through Contractor agreements, alliances, or other cooperative efforts.
- c. Include in pricing structure specific pricing commitments and incentives, and identify the beverage category, packaging size and case count (if applicable), and cost of each beverage product offered.
- d. Include any container allowances, which may be effect.

J. Financial Plan:

- a. Identify a financial plan that outlines your company's viability as a business and the soundness of investments.

APPENDIX C REFERENCES

Provide the names of companies, addresses, contact names, and phone numbers for at least THREE (3) references.

<u>Name of Company</u>	<u>Address</u>	<u>Contact Name</u>	<u>Phone No.</u>

ATTACHMENT A

The current locations of all bottle and can beverage vending machines at the University are listed below. Contractor will install additional equipment as required by the University.

LOCATION	BOTTLE VENDING	CAN VENDING
Architecture	1	
Army ROTC	1	
Art	1	
Athletics	2	
Basketball Court	2	
Bilger	1	
Bio Med	1	1
Burns Hall	1	
Campus Center Gamesroom	1	
College of Business Administration	3	
Gateway	1	
Hale Aloha Ilima	1	
Hale Aloha Lehua	1	
Hale Aloha Lokelani	1	
Hale Aloha Mokihana	1	
Hale Anuenue		1
Hale Kahawai	1	
Hale Kuahine	1	
Hale Laulima	1	
Hale Manoa	1	
Hale Noelani	1	
Hale Wainani	1	1
Hale Wainani Laundry Room	1	
Hemenway Hall	2	1
Holmes Hall	1	
Jefferson Hall		1
Johnson Hall A	1	
Johnson Hall B	1	
Keller Hall Vending Kiosk	2	
KHET		1
Kuykendall (DH)	1	
Kuykendall (Ewa)	1	
Law School	1	

LOCATION	BOTTLE VENDING	CAN VENDING
LC Building 13		1
Lincoln Hall		1
Moore Hall		1
Music	1	
Physical Science	1	1
Pool	1	
POST	3	
Post Office	1	
Saunders Hall	1	
St. John		1
Student Services	1	1
Webster Hall	1	
TOTAL	46	12

The University currently distributes and/or promotes beverages through its operations, including but not limited to:

Athletics

- Les Murakami Stadium
- Stan Sheriff Center
- UH Softball Stadium

Campus Center

- Yummy's Food Court
- Subways
- Corner Market Café (CC Starbucks)
- Taco Bell Express
- Pizza Hut Express
- Kahuna Hot Dog

Catering

College of Business Administration

- Coffee Cart

Hemenway Hall

- Ba-Le

Paradise Palms Cafe

Satellite Locations

Art Cube

Holmes Hall Table Service

Webster Cube

Student Housing

Hale Aloha Cafeteria

Hale Noelani Convenience Store

The locations listed below are currently closed but will reopen during the term of this contract:

Bio Munch (Fall 2007)

Gateway Cafeteria (Fall 2008)

Auxiliary Services (Fall 2008)

ATTACHMENT B

The current locations of all multi-purpose, snack, hot drink and ice cream vending machines at the University are listed below. Contractor will install additional equipment as required by the University.

LOCATION	MULTI PURPOSE	SNACK	HOT DRINK	ICE CREAM
Architecture		1		
Art		1		
Bio Med		1	1	
Burns Hall		1		
Campus Center Gamesroom		1		
College of Business Administration	1	1	1	1
Gateway		1		
Hale Aloha Ilima		1		
Hale Aloha Lokelani		1		
Hale Aloha Mokihana		1		
Hale Anuenue		1		
Hale Kahawai		1		
Hale Laulima		1		1
Hale Manoa	1	1	1	1
Hale Noelani		1		
Hale Wainani		1		
Hemenway Hall	2	1	1	1
Holmes Hall		1		1
Johnson Hall A		1		
Keller Hall Vending Kiosk	2	1	1	
Kuykendall (DH)			1	
Kuykendall (Ewa)	1	1	1	1
Law School		1		
Moore Hall	1	1	1	
Music	1	1		
Physical Science		1	1	1
POST		1		
Saunders Hall		1	1	
Student Services	1	1	1	1
Webster Hall		1		
TOTAL	10	29	11	8

ATTACHMENT C

HISTORIC DATA ON TYPES OF PRODUCTS AND USAGE QUANTITIES

POST MIX SYRUP: All syrup to be post mix types and supplied in adequately labeled bag in the box containers accommodating standard connect systems. Estimated totals in raw cases:

BRAND	CASES
Cola 5G	4,610
Diet Cola 5G	3,605
Lemon Lime 5G	1,595
Root Beer 5G	775
Fruit Punch 5G	1,792
Tea 5G	2,675
Tea 1.44L	40
Mt Dew 5G	1,200
Other 5G	362
TOTAL	16,654

BOTTLED AND CANNED BEVERAGES: All bottled and canned beverages will be provided in case lots to the ordering location. Estimated combined total is 37,750 cases.

BRAND	12 oz.	12 pk	2 liter	20 oz.	6 pk	
Diet Soda	12	191	140	4252	566	
Soda	226	276	505	7668	983	
	14 oz.	16 oz.	8.4 oz.			
Energy Drink	11	64	778			
	16 oz.	20 oz.	8.3 oz.			
Fruit Drink	204	559	39			
	16.9 oz.	23.7 oz.				
Propel	2	186				
	20 oz.	24 oz.	32 oz.			
Gatorade	902	5	987			
	6.5 oz.	9.5 oz.				
Iced Coffee	102	1831				

	12 pk.	16 oz.	20 oz.	24 oz.		
Iced Tea	221	1380	697	1029		
	12 pk.	15.2 oz.	20 oz.			
Juice	209	4581	2000			
	12 oz.					
V8 Juice	39					
	1 liter	1.5 liter	12 oz.	20 oz.	23 oz.	24 oz.
Water	32	85	30	6407	389	12
	8 oz.					
Water	150					

ATTACHMENT D

UNIVERSITY OF HAWAII

RFP FOR BEVERAGE AND VENDING RIGHTS PROGRAM

PRICE QUOTATION SHEET

Name of Firm _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

Please provide quotes for the following items.

PAYMENTS & COMMISSIONS	Payment	Percentage
Annual Payment for Negotiated Exclusivity for Beverage and Vending Rights Program		
Commission on Vended Beverages		
Commission on Vended Snack Foods		

PRODUCT DONATION	Canned Soft Drink Cases	Bottled Soft Drink Cases	Bottled Water Cases	Other Cases
Annual Support for the University				

OTHER BENEFITS:

On a separate sheet, identify the other benefits that your firm is proposing as part of the Beverage and Vending Rights Program. It should include a description and monetary value of the benefit. Also, please include a breakdown on how that monetary value was determined.

ATTACHMENT E
BUSINESS PLAN FOR BEVERAGE AND VENDING RIGHTS PROGRAM

- 1.0 Executive Summary
 - 1.1 Objectives
 - 1.2 Mission
 - 1.3 Keys to Success
- 2.0 Company Summary
 - 2.1 Company Ownership
 - 2.2 Start-Up Summary
 - 2.3 Company Locations and Facilities
 - 2.4 Organizational Structure
 - 2.5 Management Team
 - 2.6 Staff
- 3.0 Products
 - 3.1 Product Description
 - 3.2 Equipment Description
 - 3.3 Competitive Comparison
 - 3.4 Sales Literature
 - 3.5 Sourcing
 - 3.6 Technology
 - 3.7 Future Products
- 4.0 Market Analysis Summary
 - 4.1 Market Segmentation
 - 4.2 Target Market Segment Strategy
 - 4.2.1 Market Needs
 - 4.2.2 Market Trends
 - 4.2.3 Market Growth
 - 4.3 Industry Analysis
 - 4.3.1 Distribution Patterns
 - 4.3.2 Competition and Buying Patterns

5.0 Strategy and Implementation Summary

- 5.1 Value Proposition
- 5.2 Competitive Edge
- 5.3 Marketing Strategy
 - 5.3.1 Pricing Strategy
 - 5.3.2 Promotion Strategy
 - 5.3.3 Marketing Programs
- 5.4 Sales Strategy
 - 5.4.1 Sales Forecast
- 5.5 Strategic Alliances

6.0 Financial Plan

- 6.1 Important Assumptions
- 6.2 Key Financial Indicators
- 6.3 Break-even Analysis
- 6.4 Projected Balance Sheet